

RECORDING REQUESTED BY:

FRAME & MATSUMOTO
P. O. BOX 895
COALINGA, CA 93210



FRESNO County Recorder
Robert C. Werner
DOC- 2003-0306521
Check Number 10496
Monday, DEC 29, 2003 15:52:38
Ttl Pd \$99.00 Nbr-0001347679
jzg/R2/1-31

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control |
Northern California-Central Cleanup |
Operations Branch |
8800 Cal Center Drive |
Sacramento, California 95826-3200 |
Attention: James L. Tjosvold, P.E., Chief |
|

Space Above This Line For Recorder's Use Only

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Britz Fertilizers Inc., Five Points Facility, Fresno County, California)

This Covenant and Agreement ("Covenant" is made by and between Britz Fertilizers, Inc., a California corporation; David Britz; Martin Britz; Linda Glassman; Ted R. Frame, as Trustee of the Jennifer Britz Trust dated November 29, 1975; Ted R. Frame, as Trustee of the Jaime Britz Trust dated December 30, 1980; Ted R. Frame, as Trustee of the Rodney Glassman Trust dated November 19, 1979; Ted R. Frame, as Trustee of the Jeremy Glassman Trust dated December 30, 1980; Ted R. Frame, as Trustee of the Carson Michael Britz Trust dated November 1, 1989; and Ted R. Frame, as Trustee of the Brett Bricker Britz Trust dated April 1, 1990, (collectively "the Covenantor") the current owners of property situated at 21817 South Fresno Coalinga Road, Five Points, County of Fresno, State of California, described in Exhibit "A", attached hereto and incorporated herein by

this reference (the "Property") and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), Health and Safety Code ("H&SC") sections 25222.1 and 25355.5, the Department has determined that this Covenant is reasonably necessary to protect present and future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in H&SC section 25260. The Covenantors and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 640 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Mt. Whitney Avenue to the north, Laguna Avenue to the south and tilled agricultural land to the east and west in the County of Fresno, State of California. This property is more specifically described as Fresno County Assessor's Parcel No(s): APN 050-120-10, APN 050-120-11, APN 050-120-15, APN 050-120-35 (a portion thereof), APN 050-130-74, and APN 050-130-75.

1.02. Groundwater beneath the Property is being remediated pursuant to a Remedial Action Plan pursuant to Chapter 6.8 of Division 20 of the H&SC, under the oversight of the Department. The Remedial Action Plan provides that a deed restriction will be required as part of the site remediation, because Dinoseb, sodium chlorate, and various organochlorine pesticides (primarily Toxaphene) which are hazardous substances, as defined in H&SC section 25316, and hazardous materials as defined in H&SC section 25260, remain in groundwater beneath the Property. The Department circulated the Remedial Action Plan, together with a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Remedial Action Plan and the negative declaration were approved by the Department on June 29, 1999.

1.02.1. Remediation includes installation of ten additional monitoring wells to complement thirty existing monitoring wells, a performance monitoring program to verify that natural attenuation of site contaminants in groundwater beneath the property is progressing and entering into this covenant to restrict the use of groundwater beneath the property. The response action also includes a contingency plan for pumping and treatment of groundwater if natural attenuation is not successful. The Operations and Maintenance Agreement, Docket Number HAS-A 03/04-053, was finalized on November 4, 2003. The locations of monitoring wells are shown on the map attached as Exhibit "B".

1.02.2. As detailed in the Final Remedial Action Plan, all or a portion of the groundwater beneath the Property contain hazardous substances, as defined in H&SC section 25316. Groundwater at the Property is found 5 to 10 feet below ground surface. Contaminants in the groundwater include Dinoseb (reported maximum of 5,200 ppb), sodium chlorate (reported maximum of 2,960 ppb), and various organochlorine pesticides (primarily Toxaphene with a reported maximum 160ppb). California or Federal drinking water standards for contaminants found in the groundwater are:

Groundwater	Investigation	Drinking Water
<u>Contaminant</u>	<u>Reported Maximum</u>	<u>Standard</u>
Dinoseb	5,200ppb	7ppb
sodium chlorate	2,960ppb	Not Established
Toxaphene	160ppb	3ppb

The Department concludes that the groundwater presents an unacceptable threat to human health and safety. Additionally, the Department concludes that since no complete exposure pathway exists, the groundwater monitoring well network and performance monitoring plan in combination with this environmental restriction will adequately protect public health and the environment.

1.03. A portion of the Property with contamination in the soil totals approximately 30 acres, as more particularly described and depicted in Exhibit "C", is being remediated

pursuant to an approved Removal Action Work plan under the oversight of the Department. Agricultural chemicals were formulated, stored and distributed on this portion of the Property. The portion of the Property with soil contamination is more specifically described as Fresno County Assessor's Parcel No(s): APN 050-120-10, APN 050-120-11 (a portion thereof), APN 050-120-15 (a portion thereof), and APN 050-120-35 (a portion thereof). The portions of APN 050-120-11 and APN 050-120-15 not included in this soil restriction are more particularly described in Exhibit "D".

1.03.1. The Removal Action Work plan provides that a deed restriction is required as part of the site remediation to ensure the portion of the Property described in 1.03 above is not developed in the future for residential use. The Department circulated the Removal Action Work plan, together with a draft negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Removal Action Work plan and the negative declaration were approved by the Department on June 25, 1996.

1.03.2. Contaminants in the soil include DDD, DDE, DDT, Toxaphene, and sodium chlorate. Soils with contaminant concentrations greater than the acceptable industrial risk range and/or soils that may have potential to impact groundwater have been isolated beneath a multi-layer cap. The 1993 Baseline Health Risk Assessment for the site concluded that site soils would pose no health risk to site workers following the completion of the site capping and drainage control measures.

<u>Site Contaminant</u>	<u>Average Soil Concentration Remaining Beneath Site Cap</u>	<u>Soil Cleanup Standard</u>
DDD	2 ppm	1 ppm
DDE	6 ppm	1 ppm
DDT	17 ppm	1 ppm
Toxaphene	25 ppm	5 ppm
Sodium Chlorate	157 ppm	Not Established

1.03.3. Remediation includes the installation and maintenance of a multi-layer cap over contaminated soil and a drainage control system. The multi-layer cap is made up of a ten-inch layer of compacted aggregate base topped with a layer cake of two inches of asphaltic concrete, a polypropylene membrane interlayer and 2 more inches of asphaltic concrete. The multi-layer cap and drainage system installation was completed in December 1996. The Project Completion Report dated March 11, 1997 contains an Operations and Maintenance Plan (OMP) for the multi-layer cap and drainage system.

The Department concludes that the multi-layer cap and drainage system in combination with this environmental restriction and the required OMP will adequately protect public health and the environment.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved,

held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of Release of Hazardous Substances. Prior to the sale, lease or sublease of the Property, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Activities - Groundwater. The following activities shall not be conducted at the Property:

- (a) Drilling for drinking water, oil, or gas without prior written approval by the Department.
- (b) Extraction of groundwater for purposes other than site remediation. However, the restriction on extraction of groundwater shall not apply to or prevent the extraction of groundwater for the purpose of agricultural irrigation, from the existing agricultural well designated 171728Q1 as depicted on Exhibit A, nor for the extraction of groundwater for the purpose of emergency fire suppression from the existing facility well, as depicted on Exhibit A, at the Britz Fertilizers, Inc. plant; nor shall the replacement of those wells be prohibited, should replacement become necessary due to well failure, provided that the drilling and construction of such replacement wells is conducted in a lawful manner acceptable to the Department.

4.02. Non-Interference with Groundwater Monitoring System. Covenantor agrees activities that may disturb the Groundwater Monitoring System (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and approval by the Department.

4.03. Prohibited Uses - Soil. Future use of that portion of the Property totaling approximately 30 acres and more particularly described and depicted as parcels 1, 2, 3, and 4 in Exhibit "C" shall be restricted to industrial and/or commercial use only, and that portion of the Property shall not be used for any of the following purposes:

- (1) A residence, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation.

- (2) A hospital for humans.
- (3) A public or private school for persons under 21 years of age.
- (4) A day care center for children.
- (5) Any other purpose involving residential occupancy on a 24-hour basis.

The continued agricultural use of the portion of Parcel 4 depicted in Exhibit C which is now being used for that purpose is allowed under this industrial/commercial restriction.

4.04. Non-Interference with Site Cap and Drainage System. Covenantor agrees activities that may disturb the approximately 12 acre cap and drainage system more particularly described and depicted in Exhibit "C" (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and approval by the Department.

4.05. Soil Management. No activities that disturb the soil beneath the multi-layer cap shall be allowed without prior review and approval by the Department. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling within the approximately 30 acres more particularly described and depicted as parcels 1, 2, 3, and 4 in Exhibit "C" shall be managed in accordance with all applicable provisions of state and federal law, and will not be removed from the Property without a Soil Management Plan approved by the Department.

4.06. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

4.07. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing operation and maintenance of monitoring wells, the multi-

layer cap, or drainage system and if required, any other remedial equipment, shall have reasonable right of entry and access to the Property for the purpose of implementing operation and maintenance until the Department determines that no further operation and maintenance is required.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall include all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owners: Mr. David Britz

Britz Fertilizers, Inc.

P.O. Box 60011

Fresno, California 93794

To Department: James L. Tjosvold, P.E., Chief

Northern California - Central Cleanup Operations Branch

Department of Toxic Substances Control

8800 Cal Center Drive

Sacramento, California 95826-3200

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Execution. This agreement may be executed in counterpart, and if so executed, all of the counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Britz Fertilizers, Inc.

Date: 10/28/03 By: David Britz
David Britz, President, BRITZ FERTILIZERS, INC.

Date: 10/28/03 By: David Britz
David Britz

Date: 10/28/03 By: Martin Britz
Martin Britz

Date: 10/28/03 By: Linda Glassman
Linda Glassman

Date: 10/22/03 By: Ted R. Frame
Ted R. Frame as Trustee of the Jennifer Britz Trust
dated November 29, 1975

Date: 10/27/03 By: Ted R. Frame

Ted R. Frame as Trustee of the Jaime Britz Trust
dated December 30, 1980

Date: 10/27/03 By: Ted R. Frame

Ted R. Frame as Trustee of the Rodney Glassman Trust
dated November 19, 1979

Date: 10/27/03 By: Ted R. Frame

Ted R. Frame as Trustee of the Jeremy Glassman Trust
dated December 30, 1980

Date: 10/27/03 By: Ted R. Frame

Ted R. Frame as Trustee of the Carson Michael Britz Trust
dated November 1, 1989

Date: 10/27/03 By: Ted R. Frame

Ted R. Frame as Trustee of the Brett Bricker Britz Trust
dated April 1, 1990

Department:

Date: 11/4/03 By: James L. Tjosvold

James L. Tjosvold, P.E., Chief AKA - JAMES TJOSVOLD
Northern California - Central Cleanup Operations Branch

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

FRESNO

SS.

On

OCT 28, 2003

before me,

ANDREW E. CRUPI, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

DAVID BRITZ, MARTIN BRITZ + LINDA GLASSMAN

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ☒ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno } ss.

On Oct. 27, 2003, before me, Kim Jones

Date

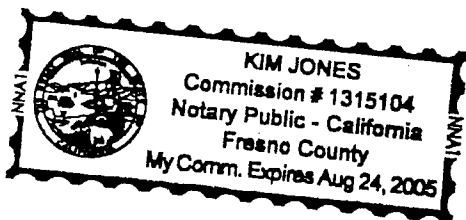
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ted R. Frame

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

} ss.

On November 4, 2003 before me,

Date

Kathleen Duncan, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

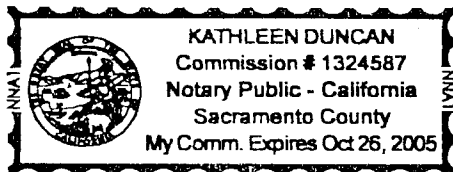
personally appeared

James J. J. J.

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen Duncan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

15

EXHIBIT A

EXHIBIT "A"

Description of the Property to be Encumbered

Parcel 1 (APN: 050-120-10):

The Northerly 395.10 feet of the Southerly 526.70 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

Parcel 2 (APN: 050-120-11):

The South 131.6 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

Parcel 3 (APN: 050-120-15):

The Southeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

Parcel 4 (portion of APN: 050-120-35):

The North 133.3 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats and the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

Parcel 5 (portion of APN: 050-120-35):

The Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, excepting therefrom portions thereof described hereinabove as Parcels "1", "2", "3", and "4".

EXHIBIT "A" (continued)

Description of the Property to be Encumbered

Parcel 6 (portion of APN: 050-120-35):

The Northeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats

Parcel 7 (APN: 050-130-74):

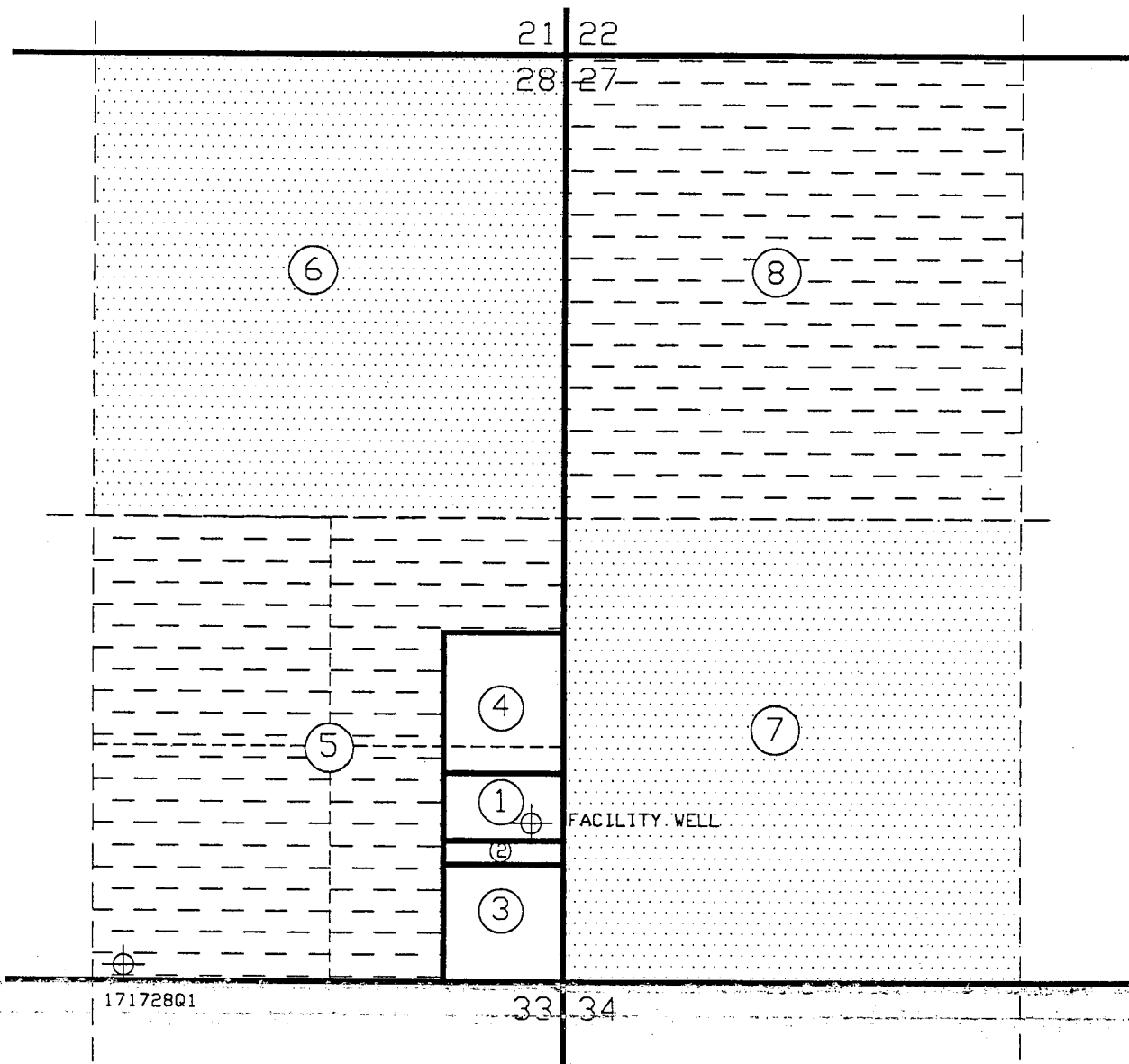
The Southwest quarter of Section 27, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Parcel 8 (APN: 050-130-75):

The Northwest quarter of Section 27, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

VESTING

Parcels "1", "2", and "3" are vested in Britz Fertilizers, Inc. a California corporation. All of the other parcels are vested as follows: David Britz, a married man, as to an undivided 6.119% interest; Martin Britz, a married man, as to an undivided 6.119% interest; Linda Glassman, a married woman, as to an undivided 6.119% interest; Ted R. Frame, as Trustee of the Jennifer Britz Trust dated November 29, 1975 as to an undivided 13.567% interest; Ted R. Frame, as Trustee of the Jaime Britz Trust dated December 30, 1980 as to an undivided 13.567% interest; Ted R. Frame, as Trustee of the Rodney Glassman Trust dated November 19, 1979 as to an undivided 13.567% interest; Ted R. Frame, as Trustee of the Jeremy Glassman Trust dated December 30, 1980 as to an undivided 13.567% interest; Ted R. Frame, as Trustee of the Carson Michael Britz Trust dated November 1, 1989 as to an undivided 13.567% interest; and Ted R. Frame, as Trustee of the Brett Bricker Britz Trust dated April 1, 1990 as to an undivided 13.567% interest;



Legend:

PARCELS LOCATED IN SECTIONS 27 & 28
T 17 S, R 17 E, MDB&M, FRESNO CO, CA

- ① APN: 050-120-10
- ② APN: 050-120-11
- ③ APN: 050-120-15
- ④ APN: 050-120-35 (A PORTION THEREOF)
- ⑤ APN: 050-120-35 (A PORTION THEREOF)
- ⑥ APN: 050-120-35 (A PORTION THEREOF)
- ⑦ APN: 050-130-74
- ⑧ APN: 050-130-75

⊕ PRODUCTION WELL



Scale In Feet
0 1,000

GROUND ZERO ANALYSIS

EXHIBIT A
PROPERTY TO BE ENCUMBERED
BRITZ FERTILIZERS, INC.
FIVE POINTS, CA

FIGURE

A-1

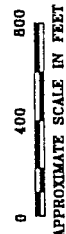
FN: 0902/BRITZXA

EXHIBIT B

FW-0403BRITZSP2

LEGEND

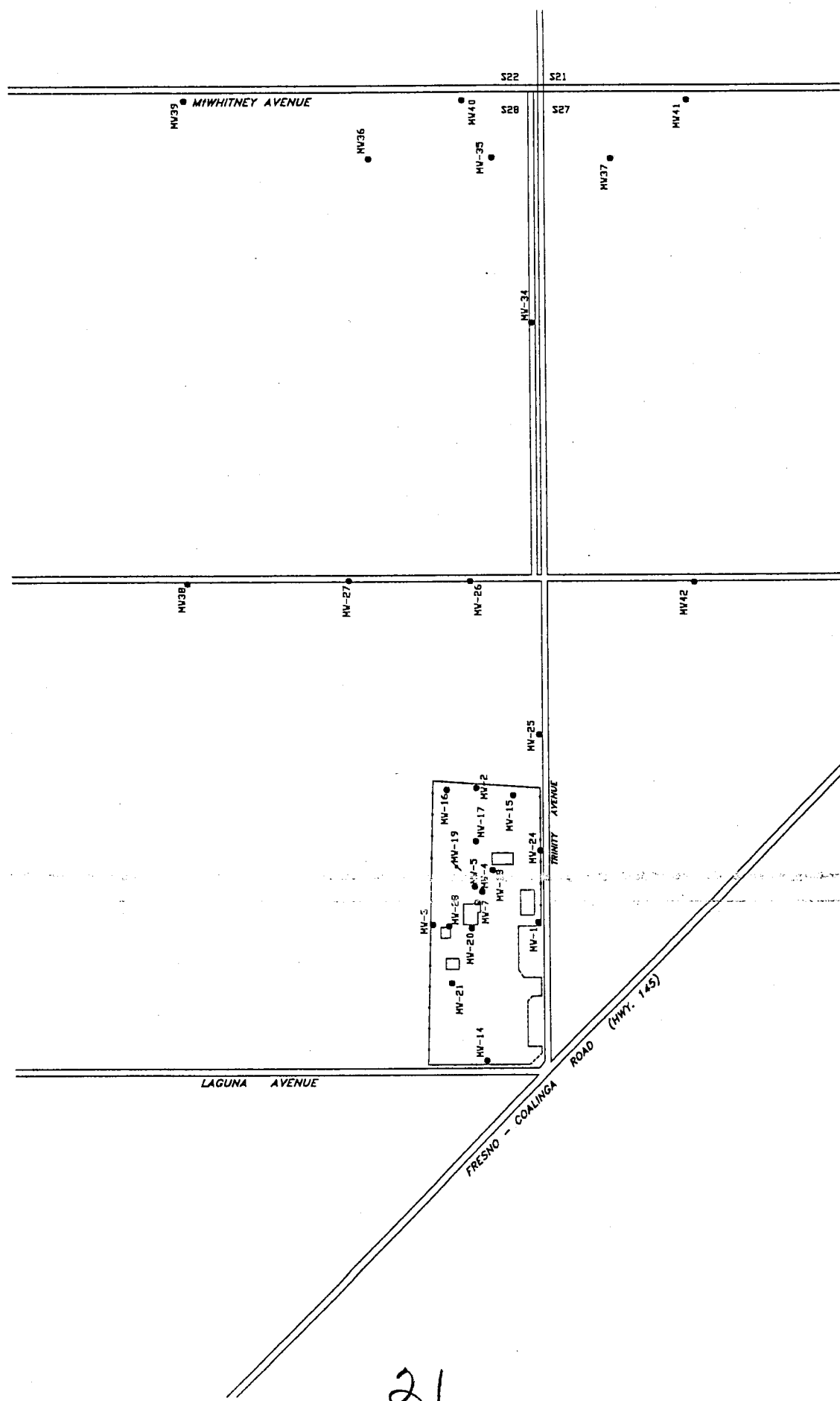
- 'A' ZONE* MONITORING WELL
- / DESTROYED 'A' ZONE* WELL

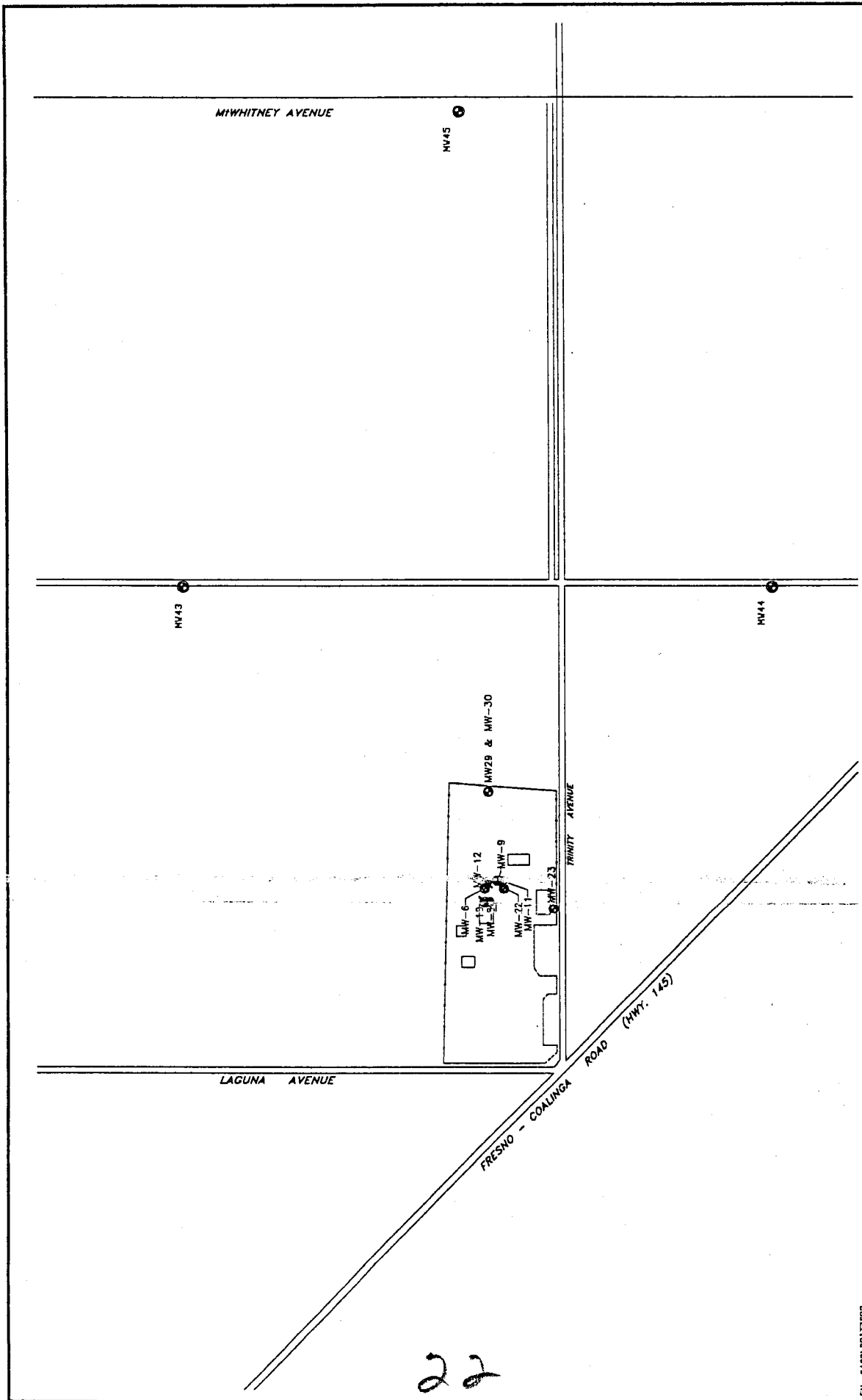


GROUND ZERO ANALYSIS

EXHIBIT B.
A ZONE MONITORING WELLS
BRITZ FERTILIZERS INC.
FIVE POINTS, CALIFORNIA

FIGURE
B-1





0 400 800
APPROXIMATE SCALE IN FEET

FIGURE
B-2

EXHIBIT B
B ZONE MONITORING WELLS
BRITZ FERTILIZERS INC.
FIVE POINTS, CALIFORNIA

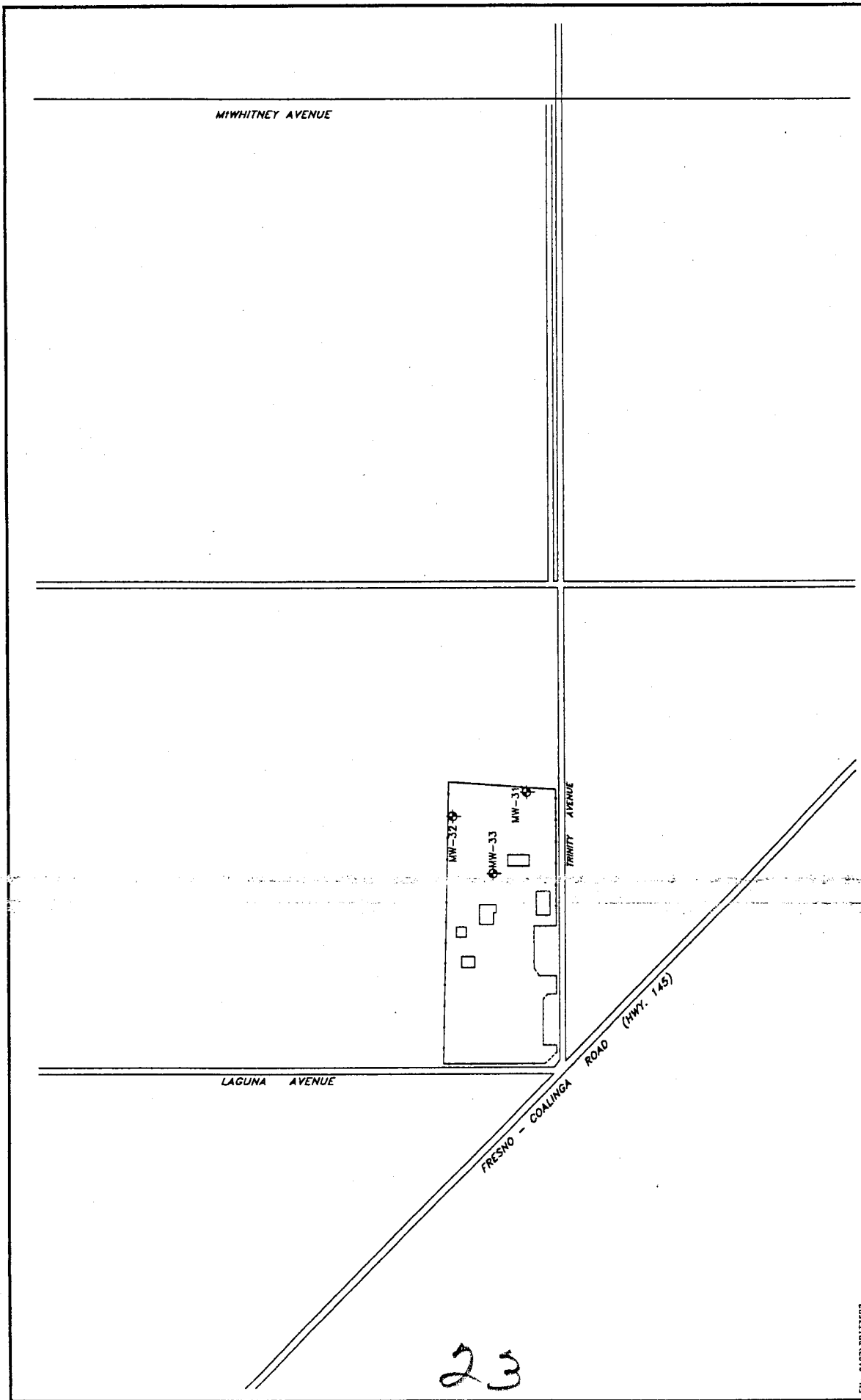
ENV. 0403.BRITZSP2

LEGEND

- MONITORING WELL
- B ZONE
- MW-22
- MW-12
- ABANDONED MONITORING WELL B ZONE

GROUND ZERO ANALYSIS

22



0 400 800
APPROXIMATE SCALE IN FEET

FIGURE
B-3

EXHIBIT B
C ZONE MONITORING WELLS
BRITZ FERTILIZERS INC.
FIVE POINTS, CALIFORNIA

MONITORING WELL
MW-12
C ZONE

GROUND ZERO ANALYSIS

FW-0403\BRITZSP2

LEGEND

23

EXHIBIT C

EXHIBIT "C"

Description of the Property Subject to Soil Restrictions

Parcel 1 (APN: 050-120-10):

The Northerly 395.10 feet of the Southerly 526.70 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

Parcel 2 (portion of APN: 050-120-11):

The South 131.6 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, *except the portion thereof described in the survey included as Exhibit D to this document.*

Parcel 3 (portion of APN: 050-120-15):

The Southeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, *except the portion thereof described in the survey included as Exhibit D to this document.*

Parcel 4 (portion of APN: 050-120-35):

The North 133.3 feet of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats and the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

SE/4
SECTION 28
T17S/R17E
MD B&M, FRESNO
COUNTY, CA

4

1

2

3

28 27

33 34

Legend:

- ① APN: 050-120-10
- ② APN: 050-120-11 (A PORTION THEREOF)
- ③ APN: 050-120-15 (A PORTION THEREOF)
- ④ APN: 050-120-35 (A PORTION THEREOF)



Scale In Feet
0 500

GROUND ZERO ANALYSIS

EXHIBIT C
PROPERTY SUBJECT TO SOIL RESTRICTIONS
BRITZ FERTILIZERS, INC.
FIVE POINT, CA

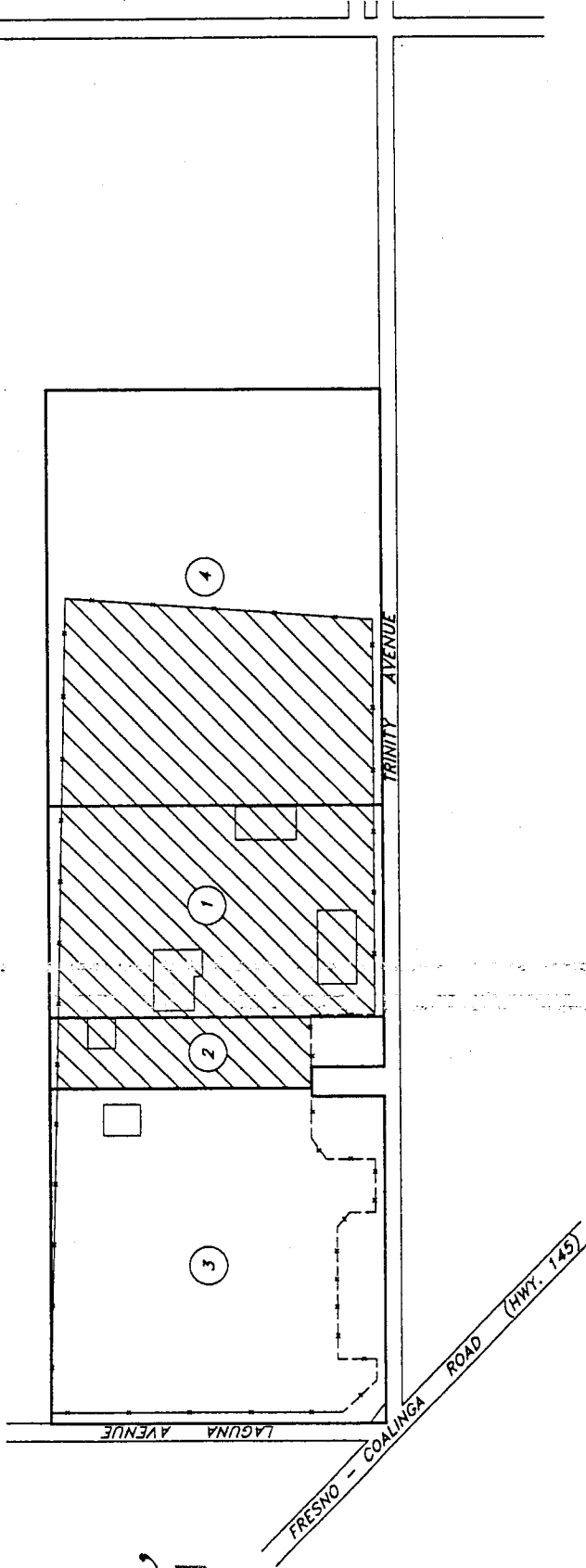
26

FIGURE

C-1

FN: 0503/BRITZXC

27

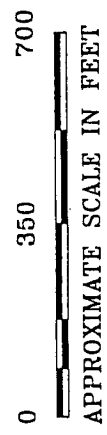


LEGEND

- ① APN: 050-120-10
- ② APN: 050-120-11 (A PORTION THEREOF)
- ③ APN: 050-120-15 (A PORTION THEREOF)
- ④ APN: 050-120-35 (A PORTION THEREOF)

—X—X— FENCE & PLANT PERIMETER

/// AREA OF PLANT W/ CAP & DRAINAGE CONTROLS



GROUND ZERO ANALYSIS

EXHIBIT C
LOCATION OF SITE CAP & DRAINAGE CONTROLS
BRITZ FERTILIZERS INC.
 FIVE POINTS, CALIFORNIA

FIGURE

C-2

EXHIBIT D

MOBILE HOME SITE
BRITZ, INC.
SECTION 28, T.17.S., R.17.E., MDB&M
FRESNO COUNTY, CA

LEGAL DESCRIPTION

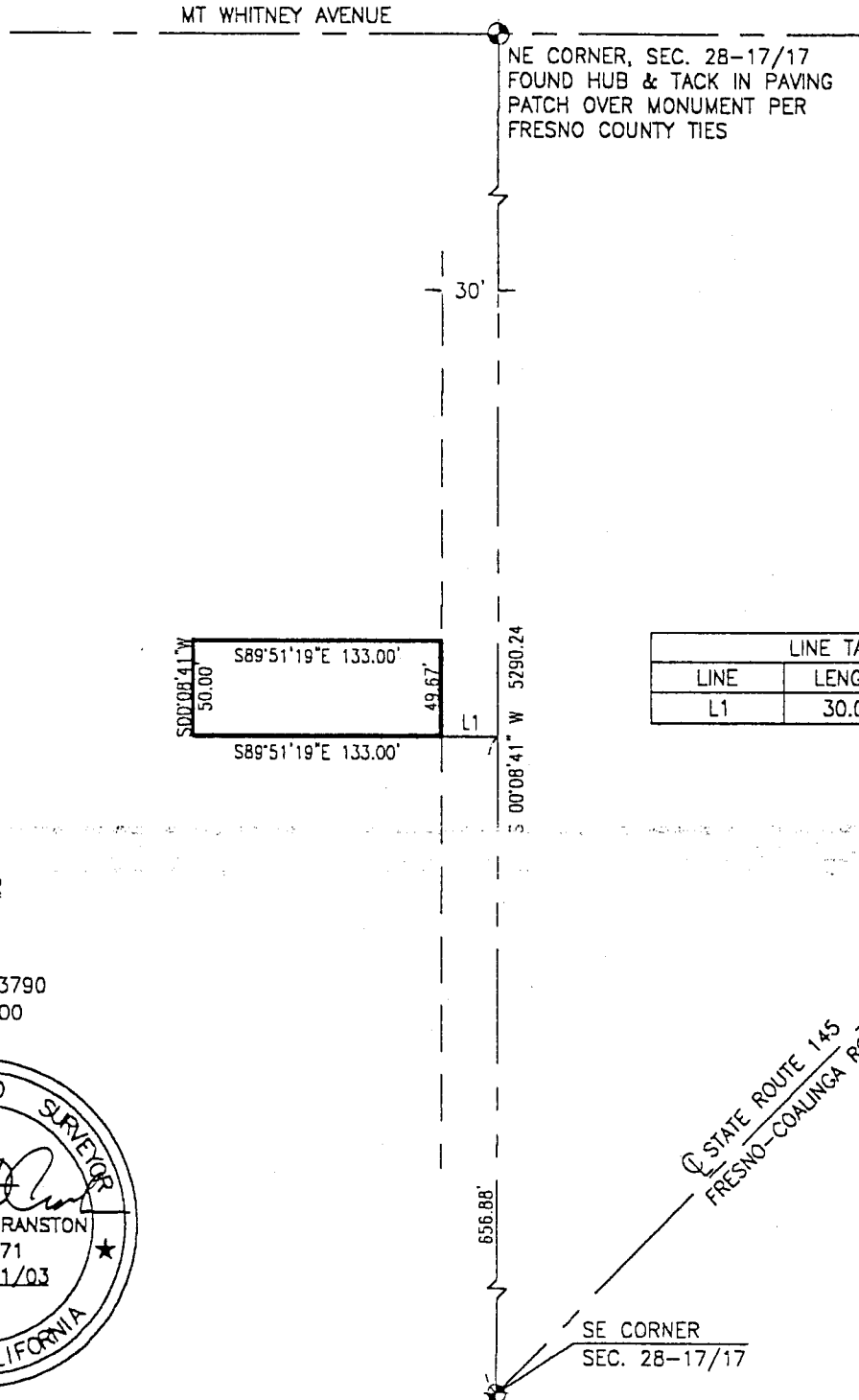
COMMENCING at the southeast corner of Section 28, Township 17 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, thence N0°08'41"E, along the east line of said Section 28, a distance of 656.88 feet; thence N89°51'19"W, at right angles to said east line, a distance of 30.00 feet to the POINT OF BEGINNING; thence continuing N89°51'19"W, a distance of 133.00 feet; thence N0°08'41"E, parallel to said east line, a distance of 50.00 feet; thence S89°51'19"E, perpendicular to said east line, a distance of 133.00 feet; thence S0°08'41"W, parallel and 30.00 feet west of the said east line, a distance of 50.00 feet to the TRUE POINT OF BEGINNING.



SEE EXHIBIT MAPS A AND B ATTACHED HERETO FOR A MAP OF THE SITE.

AFFECTS APN: 050-120-11S AND 050-120-15S

EXHIBIT A
MOBILE HOME SITE
SECTION 28, T.17S., R.17E., MDB&M
FRESNO COUNTY, CA



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	S89°51'19"E

PREPARED FOR
DAVID BRITZ
BRITZ, INC.
POB 9050
FRESNO, CA 93790
(559) 448-8000



CLS
Cranston Land Surveying

148 E. GLEN STREET

COALINGA, CALIFORNIA 93210

PHONE (559) 834-0231

FAX (559) 834-0232

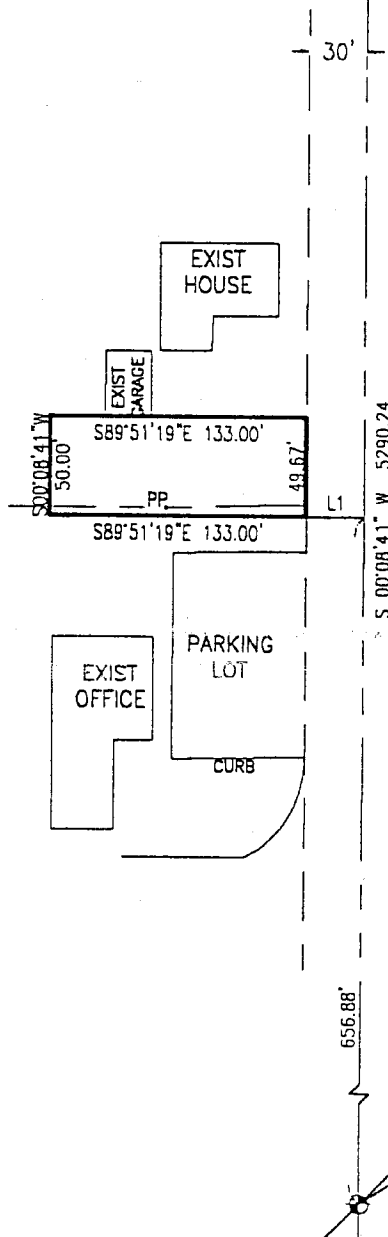


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**EXHIBIT B
MOBILE HOME SITE
SECTION 28, T.17S., R.17E., MDB&M
FRESNO COUNTY, CA**

MT WHITNEY AVENUE

NE CORNER, SEC. 28-17/17
FOUND HUB & TACK IN PAVING
PATCH OVER MONUMENT PER
FRESNO COUNTY TIES



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	S89°51'19"E

PREPARED FOR
DAVID BRITZ
BRITZ, INC.
POB 9050
FRESNO, CA 93790
(559) 448-8000



**CLS
Cranston Land Surveying**

